

# **EXHIBIT 2**

RUTH SMITH, individually and on behalf of all others similarly situated,

Plaintiff, Case No.  
vs. 1:22-cv-00081-LMB-  
WEF

SUNPATH, LTD., a Massachusetts corporation,

Defendant.

## DEPOSITION OF

RULE 30(b)(6) DEPOSITION OF CHUKRAN MANAGEMENT GROUP  
d/b/a AMERICAN PROTECTION CORP. ("AMERICAN PROTECTION")  
KOBI CHUKRAN

(Conducted Via Videoconference)

DATE: November 1, 2022

TIME: 11:03 a.m. to 2:06 p.m.

PURSUANT TO: Notice by counsel for Plaintiff for purposes of discovery, use at trial or such other purposes as are permitted under the Federal Rules of Civil Procedure

REPORTED BY: Aaron T. Perkins, RMR, CRR, CRC  
Notary Public, State of  
Florida at Large

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1 vehicle, as well as the mileage. Based on this  
 2 information, we can determine what is the best  
 3 coverage we can offer.  
 4 Q. And then once you make that  
 5 determination, what happens next?  
 6 A. Then we submit the sale to the -- to be  
 7 underwritten by SunPath.  
 8 Q. And throughout that sales process, you  
 9 know, you get the lead, you contact the client,  
 10 you see what they're qualified for, you determine  
 11 what's best for them, and then you reach out to  
 12 SunPath.  
 13 Is that final step, reaching out to  
 14 SunPath, is that where contacting SunPath would  
 15 come in to play or would you have contacted them  
 16 at some point prior?  
 17 MR. TANDY: Objection.  
 18 MR. CAFFAS: Yeah. Objection to form as  
 19 well. It's a compound question.  
 20 MR. TANDY: And I must object. To the  
 21 extent that you're attempting to define the  
 22 term sales pathway, I object to that, or  
 23 process. I'm sorry, Mr. Smith, but I do  
 24 think that's really compound.  
 25 MR. SMITH: That's fine.

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1 Q. Okay. So let's walk through this.  
 2 You obtain leads from various sources;  
 3 is that correct?  
 4 A. Yes.  
 5 Q. Okay. And then you're going to reach  
 6 out to those leads to potentially sell a vehicle  
 7 service contract, right?  
 8 A. Yes.  
 9 Q. Okay. After you contact the potential  
 10 client, you're going to find out what they're  
 11 qualified for; is that fair to say?  
 12 A. Well, in some cases, the customer  
 13 contacts us.  
 14 Q. Okay. Maybe they contact you; you  
 15 contact them. Once you're in touch with the  
 16 potential customer, you determine what they're  
 17 qualified for?  
 18 A. Yes.  
 19 Q. Okay. How do you go about doing that?  
 20 A. Based on the customer's vehicle  
 21 characteristics, the year, make, model, and  
 22 mileage.  
 23 Q. And then what do you do with that  
 24 information?  
 25 A. We enter it into our CRM that allows us

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1 BY MR. SMITH:  
 2 Q. You can still answer.  
 3 A. What was the question again?  
 4 Q. I'm just trying to understand when the  
 5 first time throughout American Protection's sales  
 6 process they would contact SunPath about a  
 7 particular sale. Is it in the end, or is it at  
 8 some point along the way, for example, when  
 9 they're trying to find out if a customer is  
 10 qualified for a product?  
 11 MR. TANDY: Object to the form. I'm  
 12 going to renew my objection to the compound  
 13 question. And as well, I'm not sure that it  
 14 is accurately characterizing Mr. Chukran's  
 15 testimony to the extent you're suggesting  
 16 that they only use SunPath, which I believe  
 17 he has already said is not the case. To the  
 18 extent you are testifying, Mr. Smith, I would  
 19 object to that.  
 20 MR. SMITH: All right, Greg.  
 21 BY MR. SMITH:  
 22 Q. You can answer the question.  
 23 A. So we provide the specifications in  
 24 terms of what would qualify for specific coverage  
 25 based on a customer's vehicle information.

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1 to determine what coverage the particular customer  
 2 qualifies for.  
 3 Q. Okay. And how does your CRM know which  
 4 product is best for the customer? Let me rephrase  
 5 that question. Sorry. I will strike that  
 6 question.  
 7 What do you input into your CRM to  
 8 determine what customers will be best qualified  
 9 for?  
 10 A. The year, make, model, and mileage  
 11 information of the vehicle.  
 12 Q. All right. From, let's say, SunPath, if  
 13 you're selling a SunPath product, what information  
 14 would be in your CRM to determine if they qualify  
 15 for that product?  
 16 A. A product availability.  
 17 Q. Okay. While you're determining whether  
 18 or not they qualify for a product, do you ever  
 19 reach out to those service companies?  
 20 MR. TANDY: Objection.  
 21 THE WITNESS: I don't understand the  
 22 question.  
 23 BY MR. SMITH:  
 24 Q. Okay. Is it fair to say, if I say a  
 25 vehicle service company, I'm referring to SunPath

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1 and the other parties who you sell their vehicle  
 2 services contracts? Do you understand that?  
 3 A. Yes.  
 4 Q. Okay. So when you're trying to  
 5 determine if a customer is qualified for a  
 6 particular plan, do you ever contact these  
 7 companies?  
 8 A. No.  
 9 Q. So American Protection would make that  
 10 determination, and then they would provide the  
 11 potential client with the best plan.  
 12 MR. TANDY: I will object to the form  
 13 and, again, object to the extent that you're  
 14 characterizing Mr. Chukran's testimony  
 15 regarding whether or not American Protection  
 16 is making a determination.  
 17 BY MR. SMITH:  
 18 Q. You can answer.  
 19 A. Again, we provide the specifications,  
 20 plan specifications, by, in this case, SunPath  
 21 which allows us to determine what is the best plan  
 22 for the customer's needs.  
 23 Q. Okay. And once you determine what's the  
 24 best plan that customer is qualified for, then you  
 25 go back to the customer and provide them with that

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1 You can answer. I'm objecting to the  
 2 form of the question.  
 3 THE WITNESS: In some cases it would be  
 4 rejected.  
 5 BY MR. SMITH:  
 6 Q. Can you tell me an example of why  
 7 SunPath would reject a particular contract?  
 8 MR. TANDY: Objection, Taylor, to the  
 9 extent you're asking him to surmise why  
 10 another company rejected the a contract. Or  
 11 are you only asking if he's ever been told  
 12 specific reasons? Because the first way I'm  
 13 going to object that that's speculation. But  
 14 if it's the second reason, then I would ask  
 15 you to ask that specific question.  
 16 Does that make sense?  
 17 MR. SMITH: I understand what you're  
 18 saying.  
 19 BY MR. SMITH:  
 20 Q. Would you ever receive a rationale for  
 21 why SunPath would have rejected one of  
 22 American Protection's sales contracts?  
 23 A. Yes.  
 24 Q. What would those rationales be?  
 25 A. It could have been that the title of the

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1 plan?  
 2 A. I'm sorry, repeat the question please.  
 3 Q. Once you determine which plan a customer  
 4 is best qualified for, then you back to the  
 5 customer and provide them with the plan that you  
 6 believe best suits their needs?  
 7 A. Yes.  
 8 Q. Okay. And then the customer can either  
 9 say, no, I don't want that plan, or, yes, I do?  
 10 A. Yes.  
 11 Q. Okay. What happens if the customer  
 12 says, All right, I want to purchase that plan?  
 13 MR. TANDY: Objection. I'm not sure I  
 14 understood your question, Taylor.  
 15 BY MR. SMITH:  
 16 Q. I'm just trying to understand how they  
 17 go about closing the sales process. What happens  
 18 after a customer says, All right, I will purchase  
 19 that vehicle service plan?  
 20 A. We receive information, and that  
 21 information is then submitted, in this case,  
 22 SunPath for fulfillment.  
 23 Q. And would SunPath always accept that  
 24 contract, or would they sometimes decline it?  
 25 MR. TANDY: Objection.

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1 vehicle was rebuilt or rebranded.  
 2 Q. Any other reasons?  
 3 A. That's most of the -- that would be the  
 4 most.  
 5 Q. Okay. Let's say SunPath rejected one of  
 6 the contracts. Would American Protection go about  
 7 trying to fix the issue with SunPath and submit it  
 8 again?  
 9 A. No. If the vehicle does not qualify for  
 10 coverage, there's really nothing we can do.  
 11 Q. Okay. And if SunPath rejects the  
 12 contract, would American Protection ever say, All  
 13 right, well, then we have these other options with  
 14 one of the other companies that you work with?  
 15 A. No.  
 16 Q. Okay. You said you entered the payment  
 17 information and submit it to, in this case,  
 18 SunPath.  
 19 Where would you enter that payment  
 20 information?  
 21 A. Into our CRM system.  
 22 Q. The CRM.  
 23 And does SunPath have access to that CRM  
 24 system?  
 25 A. I'm not sure.

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<p>1 collect each monthly payment from those clients?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. What happens if they cancel their</p> <p>4 contract or stop paying?</p> <p>5 A. Then the plan --</p> <p>6 MR. CAFFAS: Object to the form.</p> <p>7 THE WITNESS: Then the contract is</p> <p>8 cancelled.</p> <p>9 BY MR. SMITH:</p> <p>10 Q. Does SunPath provide a refund of the</p> <p>11 cost to American Protection then?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. I will scroll to page 2,</p> <p>14 paragraph 10. Give me one second. All right. So</p> <p>15 it says, "All amounts constituting product seller</p> <p>16 cost and/or net price which are received by CCM</p> <p>17 shall be held in trust by CCM for the company's</p> <p>18 sole benefit."</p> <p>19 Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. Is product seller costs in this context,</p> <p>22 is that the cost that you were referring to that</p> <p>23 gets paid to SunPath?</p> <p>24 A. Yes.</p> <p>25 Q. And is net price in this context, is</p>	<p>1 on behalf of SunPath after they make the sale.</p> <p>2 MR. CAFFAS: Objection. Form and</p> <p>3 relevance. We're not here for your</p> <p>4 understanding.</p> <p>5 THE WITNESS: It is my understanding</p> <p>6 that American Protection would submit the</p> <p>7 cost of the product to SunPath.</p> <p>8 BY MR. SMITH:</p> <p>9 Q. Okay. Does this paragraph create a</p> <p>10 fiduciary duty that American Protection owes to</p> <p>11 SunPath?</p> <p>12 MR. CAFFAS: Objection. Calls for</p> <p>13 speculation.</p> <p>14 MR. TANDY: And I'm going to object that</p> <p>15 the witness is not a lawyer. And to the</p> <p>16 extent that answering the question would</p> <p>17 require him to explain some type of legal</p> <p>18 relationship that will impinge on the</p> <p>19 attorney-client privilege and any advice he</p> <p>20 may have received from myself or others,</p> <p>21 other attorneys, I'm instructing him not to</p> <p>22 answer that question.</p> <p>23 MR. SMITH: You're instructing him not</p> <p>24 to answer based on the --</p> <p>25 MR. TANDY: I'm instructing him not to</p>
<p>Page 62</p> <p>1 that the amount that American Protection gets to</p> <p>2 keep for each sale?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. And so is it fair to say that</p> <p>5 this paragraph requires American Protection to</p> <p>6 hold SunPath's portion of the financials in trust</p> <p>7 on behalf of SunPath?</p> <p>8 A. I'm sorry, can you repeat the question?</p> <p>9 Q. Yeah.</p> <p>10 Is it fair to say that this paragraph</p> <p>11 requires American Protection to hold SunPath's</p> <p>12 portion of the financials for each sale in trust</p> <p>13 on behalf of SunPath?</p> <p>14 MR. CAFFAS: I will object to the form.</p> <p>15 I believe that's -- I think it's vague. I</p> <p>16 didn't understand the question, and to the</p> <p>17 extent it's leading.</p> <p>18 BY MR. SMITH:</p> <p>19 Q. You can answer.</p> <p>20 A. Yeah. Again, I'm having a hard time</p> <p>21 also understanding not only the question but also</p> <p>22 the relevance to this topic at hand.</p> <p>23 Q. I'm trying to understand. If I</p> <p>24 understand this correctly, American Protection is</p> <p>25 required to hold the product seller cost in trust</p>	<p>Page 64</p> <p>1 answer the question as to whether or not</p> <p>2 somebody has informed him with enough</p> <p>3 information or legal advice to determine</p> <p>4 whether or not some sort of fiduciary</p> <p>5 relationship has occurred. He's not a</p> <p>6 lawyer.</p> <p>7 And, Mr. Smith, I have let you go a long</p> <p>8 time, but he's not a lawyer, and he's not</p> <p>9 going to answer legal questions that are</p> <p>10 determined down the road.</p> <p>11 MR. SMITH: You can certainly object to</p> <p>12 a legal conclusion, but that's not a basis to</p> <p>13 instruct a witness not to answer a question.</p> <p>14 MR. TANDY: No, no. Wait. I'm</p> <p>15 instructing him that to the extent that he</p> <p>16 was provided with legal advice from an</p> <p>17 attorney that would need to be disclosed in</p> <p>18 answering your question, I'm instructing him</p> <p>19 not to answer that question for that purpose.</p> <p>20 So if you want to ask him -- Mr. Smith,</p> <p>21 if you want to ask him a "yes" or "no"</p> <p>22 question, Did somebody tell you that</p> <p>23 American Protection is a fiduciary for</p> <p>24 SunPath? you can ask that "yes" or "no"</p> <p>25 question. But what you can't ask is how he</p>

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1 CERTIFICATE OF REPORTER

2 (VIA VIDEOCONFERENCE)

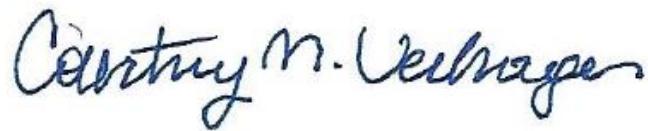
3 STATE OF WISCONSIN:

4 COUNTY OF WINNEBAGO:

5  
6 I, COURTNEY N. LANGHOFF, RMR, CRR, FPR-C,  
7 Notary Public, State of Florida, certify that I was  
8 authorized to and did stenographically and remotely  
9 report the Zoom videoconference deposition of  
10 KOBI CHUKRAN (CHUKRAN MANAGEMENT GROUP, LLC); that a  
11 review of the transcript was requested; and that the  
12 foregoing transcript, pages 134 through 248, is a true  
13 and accurate record of my stenographic notes.

14 I further certify that I am not a relative,  
15 employee, or attorney, or counsel of any of the parties,  
16 nor am I a relative or employee of any of the parties'  
17 attorneys or counsel connected with the action, nor am I  
18 financially interested in the action.

19  
20 DATED this 16th day of November, 2022.

21  
22   
23

24 COURTNEY N. LANGHOFF, RMR, CRR, FPR-C  
25